

3417.  
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3  
4 BILL NO. S-77-07-33

5 SPECIAL ORDINANCE NO. S-162-77

6 AN ORDINANCE approving a contract with  
7 Wayne Asphalt and Construction Co., Inc.  
8 for Resolution No. 5760-1977.

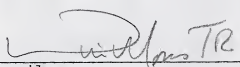
9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
10 WAYNE, INDIANA:

11 SECTION 1. That the contract dated July 11, 1977,  
12 between the City of Fort Wayne, by and through its Mayor and the  
13 Board of Public Works and Wayne Asphalt and Construction Co., Inc.  
14 for:

15 Resolution No. 5760-1977: To improve Wells  
16 Street from State Boulevard to Northrop  
17 Street as described on the attached resolu-  
18 tion.

19 for a total cost of \$346,384.05, all as more particularly set forth  
20 in said contract which is on file in the Office of the Board of  
21 Public Works and is by reference incorporated herein, made a part  
22 hereof and is hereby in all things ratified, confirmed and  
23 approved.

24 SECTION 2. This Ordinance shall be in full force and  
25 effect from and after its passage and approval by the Mayor.

26  
27   
28 Councilman

29  
30  
31 APPROVED AS TO FORM  
32 AND LEGALITY,  
33   
34  
35

Read the first time in full and on motion by Moses, seconded by

Hinga, and duly adopted, read the second time by title and referred to the Committee on (Public Works) and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., E. S. T.

DATE: 7-26-76

Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Moses,

seconded by Hinga, and duly adopted, placed on its passage.

PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 8-9-77

Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

(ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE

(RESOLUTION) No. S-162-77 on the 9th day of August, 1977.

ATTEST: (SEAL)

Charles W. Westerman

CITY CLERK

John Nuckols  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of August, 1977, at the hour of 1:00 o'clock \_\_\_\_\_ M., E. S. T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 16th day of August, 1977, at the hour of 8:30 o'clock \_\_\_\_\_ M., E. S. T.

Robert Armstrong  
MAYOR

Bill No. S-77-07-33

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance  
approving a contract with Wayne Asphalt and Construction Co., Inc. for  
Resolution No. 5760-1977

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance DO PASS.

WINFIELD C. MOSES, JR. - CHAIRMAN

DONALD J. SCHMIDT

VIVIAN G. SCHMIDT

PAUL M. BURNS

SAMUEL TALARICO

CONCURRED IN

DATE 8-9-77 CHARLES W. WESTERMAN, CITY CLERK

*Winfield Moses Jr*  
*Donald J. Schmidt*  
*Vivian G. Schmidt*  
*Paul M. Burns*  
*Samuel J. Talarico*

64-298-11

7-11-77

CITY PAID  
 SUBJECT TO COUNCILMANIC APPROVAL  
 PRELIMINARY MEETING  
 RATIFICATION

# CONTRACT

This Agreement, made and entered into this 11 day of July, 19 77

by and between \_\_\_\_\_

-----WAYNE ASPHALT AND CONSTRUCTION CO., INC.-----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve

Resolution No. 5760-1977: To improve Wells Street from State Boulevard

to Northrop Street as described on the attached resolution.

by grading and paving the roadway to a width of XX feet with

XX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5760-1977 and at the following price per lineal foot:

At the following prices:

Pavement Removal, Concrete	Seven dollars and fifty cents per square yard	7.50
Surface Removal, Asphalt	Three dollars and no cents per square yard	3.00
H.A.C. Surface (State B)	Twenty-one dollars and fifty cents per ton	21.50
H.A.C. Surface (A-2) (for drives)	Thirty dollars and no cents per ton	30.00
H.A.C. Base (53B)	Twenty dollars and fifty cents per ton	20.50
Stone for Shoulders (#53)	Seven dollars and fifty cents per ton	7.50
Excavation (for widening)	Seven dollars and fifty cents per cubic yard	7.50
Rip Rap (6" x 6")	Twenty-five dollars and no cents per ton	25.00
Ditching	Two dollars and twenty-five cents per lineal foot	2.25
Tree Removal (14" - 24")	Two hundred twenty-five dollars and no cents for each	225.00
Pipe, 15" C.M.P. Fully Bituminous Coated	Fifteen dollars and twenty cents per lineal foot	15.20
Pipe, 24" C.M.P. Fully Bituminous Coated	Twenty-one dollars and ninety-five cents per lineal foot	21.95
Pipe, 12" R.C.P., Class IV	Fourteen dollars and twenty cents	14.20

Ditching	Two dollars and twenty-five cents per lineal foot	2.25
Tree Removal (14" - 24")	Two hundred twenty-five dollars and no cents for each	225.00
Pipe, 15" C.M.P. Fully Bituminous Coated	Fifteen dollars and twenty cents per lineal foot	15.20
Pipe, 24" C.M.P. Fully Bituminous Coated	Twenty-one dollars and ninety-five cents per lineal foot	21.95
Pipe, 12" R.C.P., Class IV (Includes #53 Stone Backfill)	Fourteen dollars and twenty cents per lineal foot	14.20
Pipe, 15" R.C.P., Class IV (Includes #53 Stone Backfill)	Sixteen dollars and thirty-five cents per lineal foot	16.35
Pipe, 18" R.C.P., Class IV (Includes #53 Stone Backfill)	Eighteen dollars and seventy cents per lineal foot	18.70
Pipe, 21" R.C.P., Class IV (Includes #53 Stone Backfill)	Twenty dollars and ninety cents per lineal foot	20.90
Inlet Type I-G	Two hundred fifty-eight dollars and fifty cents for each	258.50
Inlet Type I-C	Three hundred and eight dollars and no cents for each	308.00
Manhole Type I-C	Four hundred ninety-five dollars and no cents for each	495.00
Manhole Type I-A	Four hundred ninety-five dollars and no cents for each	495.00
C. B. Type I-A	Six hundred ninety-five dollars and no cents for each	695.00
Casting Type "A" Required	One hundred seventy-five dollars and no cents for each	175.00
Castings Adjusted to Grade	One hundred seventy-five dollars and no cents for each	175.00
Joint & Crack Sealer	Seven hundred and fifty dollars and no cents per ton	750.00
Water Valves Adjusted to Grade	Thirty dollars and no cents for each	30.00
Mulch Seeding	One dollar and twenty-five cents per square yard	1.25
Concrete Curb Type III	Eight dollars and fifty-five cents per lineal foot	8.55
Concrete Sidewalk 14"	One dollar and forty cents per square foot	1.40
Walk Removal	Three dollars and sixty-five cents per square yard	3.65
Wingwalk, 6" (including Ramps)	Two dollars and twenty-five cents per square foot	2.25
Steps	One hundred dollars and no cents per riser	100.00
#2 Stone for Base	Six dollars and no cents per ton	6.00
Pavement Markings, Line 6"	One dollar and sixty-five cents per lineal foot	1.65
Pavement Markings, Arrows with ONLY sign	One hundred seventy-five dollars and no cents for each	175.00
Bituminous Curb, 6"	Three dollars and no cents per lineal foot	3.00
Removal of Foundation (at State & Wells)	Four hundred and fifty dollars and no cents for each	450.00
TOTAL	Three hundred and forty-six thousand three hundred and eighty-four dollars and five cents	\$346,384.05

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5760-77 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before Oct. 1, 1977 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19\_\_\_\_ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_

WAYNE ASPHALT AND CONSTRUCTION CO., INC.

BY: C. K. Stewart

ITS: C. K. STEWART, PRES.

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Robert E. Thompson  
Henry P. Whelan Jr.  
Edw. W. P. M.  
May G. Scott  
Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

Henry P. Whelan Jr.  
CITY ATTORNEY



IMPROVEMENT RESOLUTION

FOR STREETS

NO. 5760 - 1977

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, that it is deemed necessary to improve Wells Street from State Boulevard to Northrup Street as follows:

1. The construction of a right turn lane on the southeast corner of State Boulevard and Wells Street Intersection.
2. Resurfacing Wells Street from State Street to Russell Avenue to a width of 32 feet including restoring pavement adjacent to existing curbs.
3. Widening Wells Street four (4) feet from Russell Avenue to Northrup Street and then resurfacing the street to a width of twenty-four (24) feet. Constructing ditches and storm sewers to improve drainage, including new culvert pipes under the drives.
4. Construction of a left turn lane at Franke Park Drive.

All in accordance with the specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne, Indiana, from monies from the A.R.&S. Account.

ADOPTED, this \_\_\_\_\_ day of \_\_\_\_\_, 1977.

BOARD OF PUBLIC WORKS

CITY OF FORT WAYNE, INDIANA

Henry P. Wehrenberg  
Henry P. Wehrenberg, Chairman

Ethel H. LaMar  
Ethel H. LaMar, Member

Max G. Scott  
Max G. Scott, Member

ATTEST: \_\_\_\_\_  
Clerk

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.



# GUARANTY BOND

Know All Men by These Presents, That we \_\_\_\_\_

-----WAYNE ASPHALT AND CONSTRUCTION CO., INC.-----Contractors

as principal, and \_\_\_\_\_

-----UNITED STATES FIDELITY AND GUARANTY COMPANY-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of THREE HUNDRED AND

FORTY-SIX THOUSAND THREE HUNDRED AND EIGHTY-FOUR DOLLARS AND FIVE CENTS-----

-----(\$ 346,384.95)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said \_\_\_\_\_

-----WAYNE ASPHALT AND CONSTRUCTION CO., INC.-----

did on the \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_, enter into a contract with the City of Fort Wayne to construct a

Pavement

on Res. No. 5760-1977: Wells \_\_\_\_\_ Street from State Boulevard to Northrop

Street as described on the attached resolution. -----

-----according to certain plans and specifications, and  
for a period of three years

also warranting and guaranteeing the work/material and condition of the pavement thereof as provided  
in aforesaid contract and specifications. Now if the said \_\_\_\_\_

WAYNE ASPHALT AND CONSTRUCTION CO., INC. shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the  
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 29 day of June, 1977

YASTE, ZENT & RYE, INC.

Authorized Agents

By: Arthur C. Finches

Approved this

11th

day of

Attorney-in-fact

WAYNE ASPHALT AND CONSTRUCTION CO. (SEAL)

BY: C. K. Stewart (SEAL) G. K. STEWART, PRES.

UNITED STATES FIDELITY & GUARANTY

ITS: Lane T. Ross (SEAL)

Henry P. W. W. W.

Ernest W. P. P.

Board of Public Works.

# LIABILITY BOND

Know All Men by These Presents, That we -----

-----WAYNE ASPHALT AND CONSTRUCTION CO., INC.-----

as principal, and -----

-----UNITED STATES FIDELITY AND GUARANTY COMPANY-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of THREE HUNDRED

AND FORTY-SIX THOUSAND THREE HUNDRED AND EIGHTY-FOUR DOLLARS AND FIVE CENTS-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

-----(\$ 346,384.95)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into to the -----

day of -----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 29 day of June, 1977

YASTE, ZENT & RYE, INC.

Authorized Agents

*Arthur C. Zent*

WAYNE ASPHALT AND CONSTRUCTION CO., INC.

*C. K. Stewart* (SEAL) PRES.

BY: *C. K. Stewart* (SEAL)

UNITED STATES FIDELITY & GUARANTY

ITS: *James J. Ross* (SEAL)

Attorney-in-fact

(SEAL)

Approved this 11<sup>th</sup> day of July, 1977

*Henry W. Schenberg*

*Edward W. Lamm*

*May J. Scott*

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

JUNE 28, 1977

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 86572

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Ross

of the City of Fort Wayne, State of Indiana,  
its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Lane I. Ross

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 9th day of January, A. D. 1976

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Thomas A. Zecha  
Vice-President.

(SEAL)

(Signed) Ray H. Britt  
Assistant Secretary.

STATE OF MARYLAND, } ss:  
BALTIMORE CITY, }

On this 9th day of January, A. D. 1976, before me personally came Thomas A. Zecha, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Ray H. Britt, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Thomas A. Zecha and Ray H. Britt were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1978...

(SEAL)

(Signed) Herbert J. Aull  
Notary Public.

STATE OF MARYLAND }  
BALTIMORE CITY, } Sct.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 9th day of January, A. D. 1976

(SEAL)

(Signed) Robert H. Bouse  
Clerk of the Superior Court of Baltimore City.

## COPY OF RESOLUTION

*That Whereas*, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

*Therefore, be it Resolved*, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

*Also*, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **Richard Calder**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

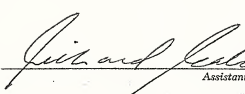
**Lane I. Ross**


of **Fort Wayne, Indiana**, authorizing and empowering **her** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

*In Testimony Whereof*, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) **June 29, 1977**

  
Assistant Secretary



SEMI-SKILLED  
UN-SKILLED  
IF-INDUSTRIAL FUND  
WATER WORK

the undersigned committee, being appointed to prepare a schedule of the prevailing wage scale to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE CONTRACTS AWARDED BY THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF APRIL, MAY & JUNE, 1977

in conformity with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY OF INDIANA, 1963, have established a schedule as hereinafter set forth for the following trades as follows:

TRADE OR DESCRIPTION	CLASS	RATE PER HR.	NEW	PER	VAC	APP.	MISC.
ACCESSORY WORKER	S	11.40	35c	55c			3 lf.
BOILERMAKER	S	11.70	20c	1.00		3c	
BRICKLAYER	S	9.70	45c	30c		1c	4 lf.
CARPENTER (BUILDING)	S	9.45		60c		5c	2 lf.
CARPENTER (HIGHWAY)	S	10.00	45c	35c		5c	2 lf.
CEMENT MASON	S	9.05	75c				
ELECTRICIAN	S	10.70	40c	12+30c		6c	
ELEVATOR CONSTRUCTOR	S	10.18	40 1/2c	32c	80c	2c	
GLAZIER	S	9.53	12c		40c	4c	25c holidays
IRON WORKER	S	10.75	75c	85c		1c	2 lf.
LABORER (BUILDING)	S-SS	7.25-7.55	60c	45c		9c	
LABORER (HIGHWAY)	US						
LABORER (SEWER)	S-US-SS	7.15-8.00	60c	45c		9c	
	S-US-SS	7.15-7.95	60c	45c		8c	
LATHER	S	8.20		25c		1c	3 lf.
MILLWRIGHT & PILEDRIVER	S	9.78		60c		5c	2 lf.
OPERATING ENGINEER (BUILDING)	S-SS						
OPERATING ENGINEER (HIGHWAY)	US	7.55-10.55	40c	40c		5c	
OPERATING ENGINEER (SEWER)	S-SS-US	7.96-10.30	40c	40c		8c	
	S-SS-US	7.75-9.95	40c	40c		5c	
PAINTER	S	8.25 - 9.25	37c	35c		10c	6c Misc.
PLASTER	S	9.24	60c				
PLUMBER & STEAMFITTER	S	10.35	45c	75c		7c	4 lf.
MOSAIC & TERRAZZO GRINDER	S	7.20 - 9.45					
ROOFER	S	9.45		10c			
SHEETMETAL WORKER	S	10.54	40c	35c		4c	13 lf.
TEAMSTER (BUILDING)	S-SS						
TEAMSTER (HIGHWAY)	US	8.05-9.00	20.00PW	22.00PW			
	S-SS-US	7.78-8.38	19.20PW	22.00PW			

IF any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 7 DAY OF April, 1977

William T. Kibler  
REPRESENTING GOVERNOR, STATE OF INDIANA  
Henry P. W. Schenck  
REPRESENTING THE AWARDED AGENT  
Frank M. Pini  
REPRESENTING STATE A.F.L. & C.I.O.

#### EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



TITLE OF ORDINANCE SPECIAL ORDINANCE - IMPROV. RESOL. NO. 5760-77 - WAYNE ASPHALT & CONSTR.

CO., INC.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE IMPROVEMENT RESOLUTION NO. 5760-77, TO IMPROVE WELLS STREET FROM

8-77-07-33

STATE BOULEVARD TO NORTHROP STREET AS DESCRIBED ON THE ATTACHED RESOLUTION -

WAYNE ASPHALT & CONSTRUCTION CO., INC., CONTRACTOR, IN THE AMOUNT OF \$346,384.05

(CONTRACT ATTACHED)

EFFECT OF PASSAGE UPGRADING OF WELLS STREET WITH CONSTRUCTION OF A RIGHT TURN LANE ON SE

CORNER OF STATE BLVD. & WELLS, LEFT TURN LANE AT FRANKE PARK DRIVE, WIDENING WELLS ST.

FROM RUSSELL AVE. TO NORTHROP, RESURFACING WELLS, CONSTRUCTION STORM SEWERS TO IMPROVE DRAIN-

EFFECT OF NON-PASSAGE PRESENT INADQUATE CONDITIONS WILL EXIST, THIS AREA BEING

IN GREAT NEED OF IMPROVEMENT IN VIEW OF LARGE AMOUNT OF TRAFFIC HANDLED DAILY.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$346,384.05 FROM L R & S FUNDS

ASSIGNED TO COMMITTEE

*Public Works*